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AVIATION INSURANCE HOLDINGS, INC.

10
11 **UNITED STATES DISTRICT COURT**
12 **DISTRICT OF NEVADA**

13 AVIATION INSURANCE HOLDINGS, INC.,
a Nevada corporation,

14 Plaintiff,

15 vs.

16 CARL S. SHEPHARD, f/k/a CARL S.
BALDEY, a Florida resident; STERLING
17 AVIATION INSURANCE SERVICES, LLC,
a Florida limited liability company;
18 STERLING & STERLING, INC., a New York
corporation; and STERLING AVIATION,
19 LLC, a New York limited liability company,
and STERLING & STERLING OF
20 FLORIDA, LLC, a Florida limited liability
company,

21 Defendants.
22

Case No.: 2:10-cv-02201-RLH-GWF

23 **TEMPORARY**
24 **RESTRAINING ORDER**

25 Upon consideration of the Plaintiff's First Amended Complaint and Motion for
26 Temporary Restraining Order, the Court finds that the irreparable injury suffered by Plaintiff is
27 the damage to its business goodwill resulting from wrongful solicitation of its clients by Carl S.
Shephard ("Shephard"), individually and as President of Sterling Aviation Insurance Services.

28 This Order has been issued *ex parte* without notice for the reason that Plaintiff has
sufficiently demonstrated that Shephard (a) actively negotiated and agreed to the contract

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1 containing the non-compete provision as to the then existing clients of Aviation Insurance
 2 Holdings, Inc. and its subsidiary Aviation Insurance Services of Florida, Inc., (b) received
 3 substantial additional compensation therefore, (c) evidence adduced demonstrates that Shephard
 4 engaged in separate subterfuge in planning his departure for several months negotiating with
 5 Sterling & Sterling, Inc. to staff its aviation insurance brokerage business, while deceiving
 6 Plaintiff into believing otherwise, and (d) because his action in violating the terms of the contract
 7 were calculated, as evidenced by the issuance of broker-of-record letters on January 28, 2011,
 8 following his last day of employment with Plaintiff, on the prior day, January 27, 2011.

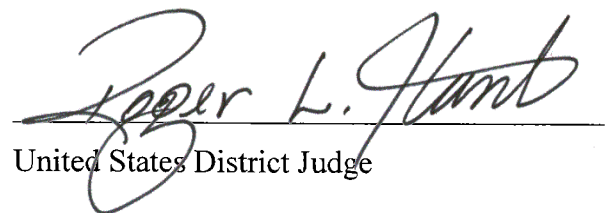
9 **Relief, until further Order:**

10 a. Defendant is restrained from calling upon, soliciting, seeking business from,
 11 working for, contacting with, performing insurance services for, or otherwise contacting any
 12 persons or entities who were at any time during Shephard's employment with Plaintiff, clients or
 13 customers of Plaintiff and with whom Shephard had contact, pursuant to ¶ 2.05 of Shephard's
 14 Employment Contract; and

15 b. Defendant is prohibited from keeping, referring to, or otherwise using any of
 16 AIH's Trade Secrets, including, without limitation, any and all customer or client information,
 17 contact information, or any other information regarding AIH's business.

18 A bond in the amount of \$500 shall be posted by the Plaintiff and not some larger amount
 19 for the reason that Defendant's actions are depriving Plaintiff of funds, in the form of insurance
 20 premium commissions. The clerk shall set the hearing on the preliminary injunction on February
 21 17, 2011, at 2:00 p.m. o'clock.

22 Dated this 4th day of February, 2011.

23 
 24
 25 United States District Judge

26 This Temporary Restraining Order is entered this 4th day of February, 2011, at the
 27 hour of 2:00 o'clock p.m., upon consideration Plaintiff's *ex parte* motion.
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